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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

COUNTY OF LOS ANGELES, a political  
subdivision of the State of California; LOS  
ANGELES COUNTY FLOOD CONTROL  
DISTRICT, a special district; and  
CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY, a  
special district,

Plaintiffs,

v.

SOUTHERN CALIFORNIA EDISON, a  
California Corporation; EDISON  
INTERNATIONAL, a California Corporation,  
and DOES 1-200, inclusive,

Defendants.

) CASE NO.

) COMPLAINT FOR DAMAGES

1. INVERSE CONDEMNATION
2. NEGLIGENCE
3. TRESPASS
4. NUISANCE
5. NEGLIGENCE PER SE
6. VIOLATION OF PUBLIC  
UTILITIES CODE §2106
7. VIOLATION OF HEALTH &  
SAFETY CODE §13007, et seq.
8. VIOLATION OF HEALTH &  
SAFETY CODE §13009, et seq.
9. BUSINESS AND PROFESSIONS  
CODE §17200, et seq.

**UNLIMITED CIVIL CASE**  
**JURY TRIAL DEMANDED**

1 Plaintiffs COUNTY OF LOS ANGELES; LOS ANGELES COUNTY FLOOD CONTROL  
2 DISTRICT; and CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES  
3 COUNTY (collectively "Plaintiffs") hereby bring the following Complaint for injuries and damages  
4 against SOUTHERN CALIFORNIA EDISON, a California Corporation and EDISON  
5 INTERNATIONAL, a California Corporation, (collectively "SCE"), and other as of yet unknown  
6 entities and individuals identified as DOES 1 through 200 (collectively, "Defendants") as a result  
7 of the injuries and damages that it sustained in the "Woolsey Fire" that started on or about  
8 November 8, 2018.

9 I.

10 **INTRODUCTION**

11 1. Plaintiffs suffered harm and/or damages caused by the severe and devastating  
12 "Woolsey Fire" that affected Ventura and Los Angeles Counties on or about November 8, 2018.  
13 Plaintiffs seek just compensation and damages as more particularly described below.

14 2. On information and belief, the Woolsey Fire started when: (1) electrical  
15 infrastructure owned, operated and maintained by SCE came into contact with vegetation inspected  
16 and maintained by SCE; (2) power lines owned, operated and maintained by SCE came into contact  
17 with one another causing a spark and resulting fire to the surrounding vegetation; and/or (3) an  
18 arcing event occurred causing a spark and resulting fire to the surrounding vegetation. The  
19 Woolsey Fire consumed almost 100,000 acres, destroyed over 1,500 structures, claimed several  
20 lives and has significantly impacted and burdened the lives of thousands of residents in Los  
21 Angeles County.

22 II.

23 **JURISDICTION AND VENUE**

24 3. SCE is incorporated in California and based in Rosemead, California. At all times  
25 mentioned herein, it has acted to provide electrical services to members of the public in California,  
26 including Los Angeles County, through its electrical transmission and distribution systems.

27 4. At all times herein mentioned, SCE provided electrical services to millions of  
28 customers in Southern California, including to residents of Los Angeles County, through its electrical

1 transmission and distribution systems.

2 5. Venue is proper in this County as SCE and Defendants perform business in Los  
3 Angeles County, SCE's principal place of business is in this County, and a substantial part of the  
4 events, acts, omissions, and transactions complained of herein occurred in this County.

5 **III.**

6 **THE PARTIES**

7 6. Plaintiff COUNTY OF LOS ANGELES ("COUNTY") is a political subdivision of  
8 the State of California.

9 7. Plaintiff LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (the  
10 "FLOOD CONTROL DISTRICT") was established as a result of the Los Angeles County Flood  
11 Control Act when it was adopted by the State Legislature in 1915. The Act established the FLOOD  
12 CONTROL DISTRICT and empowered it to provide flood protection, water conservation,  
13 recreation and aesthetic enhancement within its boundaries. The FLOOD CONTROL DISTRICT  
14 is governed, as a separate entity, by the County of Los Angeles Board of Supervisors.

15 8. Plaintiff CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES  
16 COUNTY ("CFPD LA") is a dependent special district under California law. Collectively, the  
17 COUNTY, the FLOOD CONTROL DISTRICT, and CFPD LA are referred to as "Plaintiffs"  
18 herein.

19 9. Plaintiffs are unaware of the true names of DOES 1 through 200 and, therefore, sue  
20 them as Defendants under these fictitious names. Plaintiffs will amend its Complaint to add the  
21 true names of such Defendants when ascertained.

22 10. As a result of the Woolsey Fire caused by SCE, Plaintiffs suffered millions of  
23 dollars in damages including but not limited to property damages, fire suppression costs, economic  
24 losses such as tax loss and loss of business like income, and other damages including but not  
25 limited to the following: debris removal from Plaintiffs property, ash and soot remediation from  
26 Plaintiff property, labor, personnel, and overtime costs, lost water storage, water treatment, and  
27 other damages.

28 11. The physical property damage includes but is not limited to damages to mud, debris,

1 soot, and ash damage to sidewalks, streets, parking lots, water reservoirs, and other property and  
2 infrastructure. Economic losses suffered have a direct and substantial nexus and were caused by  
3 physical damage to Plaintiff property.

4 12. The injuries, losses, and damages suffered by Plaintiffs include but are not limited  
5 to the following: injury to or destruction of real and/or personal property; injury to or destruction  
6 of infrastructure; out-of-pocket expenses directly and proximately incurred as a result of the  
7 Woolsey Fire; fire suppression and/or emergency response costs; employee and personnel  
8 overtime; loss of revenue from proprietary and/or business-like activities; loss of tax revenue  
9 including but not limited to property, sales, or transient occupancy tax revenues; costs associated  
10 with governmental services in response to the Woolsey Fire for relief and recovery; loss of natural  
11 resources; injury to land including but not limited to loss of soil productivity and stability; loss of  
12 aesthetic value; and, loss or injury to trees, landscaping, and public resources; and, other injuries,  
13 losses, and damages, both physical and economic. The damages to Plaintiffs caused by the  
14 Defendants are extensive and ongoing.

15 13. Defendant SOUTHERN CALIFORNIA EDISON is an electrical corporation and  
16 public utility pursuant to sections 218(a) and 216(1) of the Public Utilities Code. SOUTHERN  
17 CALIFORNIA EDISON is in the business of providing electricity to the residents of Los Angeles  
18 County, and other counties, through a network of electrical transmission and distribution lines, and  
19 other infrastructure.

20 14. Defendant EDISON INTERNATIONAL ("EDISON") is an energy-based holding  
21 company headquartered in Rosemead, California, and it is the parent company of Defendant SCE.

22 15. At all times material to this Complaint, DOES 1 through 200 were the agents and/or  
23 employees of SCE and acting within the course and scope of their agency and/or employment.

24 16. The true names of DOES 1 through 200, whether individual, corporate, associate,  
25 agency or otherwise, are unknown to Plaintiffs who, under Code of Civil Procedure §474, sue  
26 these Defendants under fictitious names. Each of the fictitiously named Defendants is responsible  
27 in some manner for the conduct alleged herein, including, without limitation, by way of  
28 conspiracy, aiding, abetting, acting with actual or ostensible authority, or as an alter ego, or single

1 enterprise, furnishing the means and/or acting in capacities that create agency, *respondeat*  
2 *superior*, and/or predecessor or successor-in-interest relationships with the Defendant. The DOE  
3 Defendants are private individuals, associations, partnerships, corporations, subcontractors, or  
4 otherwise that actively assisted and participated in the intentional, negligent and/or wrongful  
5 conduct alleged herein in ways that are currently unknown to Plaintiffs. Some or all of the DOE  
6 Defendants may be residents or conduct business in the State of California. Plaintiffs may amend  
7 or seek to amend this Complaint to allege the true names, capacities and responsibility of these  
8 DOE Defendants once they are ascertained, and to add additional facts and/or legal theories.

9 17. DOES 1 through 200 are and/or were the agents and/or employees of the SCE and  
10 were acting within the course and scope of their agency and/or employment with SCE when they  
11 committed the acts and omissions set forth herein.

12 18. SCE has a non-delegable duty to properly maintain, own, operate, control, and  
13 manage its electrical transmission and distribution systems including all infrastructure and  
14 equipment.

#### 15 IV.

#### 16 GENERAL ALLEGATIONS

17 19. At all times relevant to this Complaint, Defendants, inclusive of DOES 1-250, are  
18 and were aware of the danger from fires in Ventura and Los Angeles Counties. Before 2018, and  
19 just as recently as December 2017's devastating Thomas Fire, increasingly severe wildfires put  
20 SCE and DOES 1-250 on notice of the level of care required to prevent high voltage transmission  
21 and distribution lines from causing wildfires in foreseeable California weather conditions.  
22 However, SCE and DOES 1-250 failed to take reasonable precautions to prevent wildfires from  
23 occurring. As a result, residents of Ventura and Los Angeles Counties were struck in November  
24 2018 by the devastating Woolsey Fire, which was entirely preventable. This fire was not an "Act  
25 of God" but was caused by the intentional, negligent, and wrongful conduct of SCE and other  
26 Defendants. The Woolsey Fire was started by one or more of the following occurrences: sparks  
27 from high voltage distribution lines, appurtenances, and electrical equipment which was the direct  
28 result of failures in design, construction, inspection, operation, maintenance, and vegetation



1 control by SCE and the DOE Defendants; (b) a tree or other vegetation that had been negligently  
2 maintained by Defendants struck an overhead power line owned by SCE; (c) conductors that had  
3 been negligently designed, operated, and maintained by Defendants came into contact with each  
4 other causing an arcing event; and/or (d) SCE, and potentially other Defendants, failed to properly  
5 inspect, maintain and operate their equipment.

6 20. The Woolsey Fire burned approximately 98,362 acres, destroyed over 1,600  
7 structures, killed three civilians and injured three firefighters. Per Cal Fire, the fire started at  
8 approximately 2:24 pm on November 8, 2018 near E Street and Alfa Road at the Rocketdyne  
9 facility in Simi Valley, California. Later that evening, at about 8:12 p.m., SCE sent an "Electric  
10 Safety Incident Report" to the California Public Utilities Commission ("CPUC") advising:  
11 "Preliminary information indicates the Woolsey Fire was reported at approximately 2:24 p.m. Our  
12 information reflects the Big Rock 16kV circuit out of Chatsworth Substation relayed at 2:22 p.m."

13 21. A perimeter map from Cal Fire's website shows the devastating size and scope of  
14 the Woolsey Fire.<sup>1</sup>



26 22. At the same time SCE reported that it had issues with its Big Rock 16kV circuit,

27  
28 <sup>1</sup> [http://cdfdata.fire.ca.gov/pub/cdf/images/incidentfile2282\\_4290.pdf](http://cdfdata.fire.ca.gov/pub/cdf/images/incidentfile2282_4290.pdf) (last accessed, March 4, 2019)

1 customers supplied with electricity from that circuit lost power.

2 23. SCE was aware of the risks associated with its overhead electrical equipment  
3 potentially causing wildfires in Ventura and Los Angeles Counties during Santa Ana wind events.  
4 In fact, on November 6, 2018, SCE activated its Emergency Operations Center and began its 48-  
5 hour notification program to government officials, emergency management agencies, fire chiefs  
6 and customers in Agoura Hills, Agoura, Chatsworth, Malibu, Simi Valley and other areas. "Due  
7 to meteorological forecasts of dangerous high winds in designated Red Flag high risk fire areas,  
8 SCE has now determined" that approximately "27,000 customers are being notified today of  
9 possible power shut-offs in portions of these communities."

10 24. Despite its knowledge of the forecast of dangerous, "Red Flag" conditions and high  
11 winds, SCE chose not to de-energize any of its electrical circuits, including the Big Rock 16kV  
12 circuit.

13 25. SCE sent a letter to the CPUC following the Woolsey Fire on or about December  
14 6, 2018 that stated, in pertinent part:

15 "On November 8, 2018 at 2:22 p.m., under conditions of high winds and  
16 low humidity, with Red Flag Warning and System Operating Bulletin 322  
17 (reclosers in manual) in effect, the Big Rock 16kV circuit ('16kV circuit')  
18 out of Chatsworth Substation relayed and was blocked from testing due to  
19 the constraint on the recloser. VCFD and CAL FIRE initially restricted  
20 access to the property but eventually permitted SCE limited access  
21 primarily for the purpose of cooperating with their investigation. SCE's  
22 first responding troubleman conducted a patrol to evaluate the operational  
23 status of its facilities and found no wire down on the 16kV circuit. SCE  
24 subsequently found a guy wire in proximity to a jumper at a lightweight  
25 tubular steel pole. At the request of VCFD and CAL FIRE investigators,  
26 SCE removed and provided to CAL FIRE portions of SCE's facilities  
27 located in the vicinity of the guy wire and jumper, including  
28 communications wires, a pole top, multiple guy wires, as well as equipment  
not owned by SCE."

23 26. In SCE's February 28, 2019 Form10-K filed with the Securities and Exchange  
24 Commission, at p. 105, SCE wrote that "it believes that its equipment could be found to have  
25 been associated with the ignition of the fire." In that same filing, SCE wrote that it "is  
26 aware of witnesses who saw fire in the vicinity of SCE's equipment at the time the fire was first  
27 reported." (*Id.*). SCE further wrote in that same filing that in the suspected area of origin of  
28 the fire, "it observed a pole support wire in proximity to an electrical wire that was energized prior

1 to the outage." (*Id.*).

2 27. Wires carrying electricity and electrical infrastructure are dangerous instruments.  
3 The transmission and distribution of electricity through power line constitutes a hazardous and  
4 dangerous activity requiring the exercise of increased care commensurate with – and proportionate  
5 to – that increased danger so as to make the transport of electricity through wires safe under all  
6 circumstances and exigencies offered by the surrounding environment (including, but not limited  
7 to, the weather conditions and the risk of fire).

8 28. Defendants, inclusive of DOES 1-250 as employees and/or agents of SCE, failed  
9 in their duty to exercise care commensurate with, and proportionate to, the combined danger of an  
10 area susceptible to fire and the dangerous activity of wires carrying electricity and electrical  
11 infrastructure, thereby creating a substantial factor in the cause of the Woolsey Fire, as more fully  
12 set forth herein.

13 29. The conditions and circumstances at the time of the ignition in the fire origin area,  
14 including the condition of electrical infrastructure, instruments, drought, low humidity, and tinder-  
15 like dry vegetation were foreseeable (and could reasonably have been expected) by a reasonably  
16 prudent person and, therefore, were reasonably foreseeable to, and should have been expected by,  
17 Defendants, particularly with their special knowledge and expertise as a public utility company  
18 (and/or employees and/or agents, thereof).

19 30. This action seeks damages for each Plaintiff named in this case, according to their  
20 individual proof and not as a part of a "class action," for any and all harm it suffered as a result of  
21 the Woolsey Fire. Plaintiffs are informed and believe and thereon allege that SCE and DOES 1-  
22 250 knew of the dangerous condition of the property that eventually resulted in the Woolsey Fire,  
23 but recklessly and with careless and conscious disregard to human life and safety, decided to ignore  
24 the fire risk, inclusive of warning regarding the specific tree and/or power line(s)/equipment that  
25 caused the Woolsey Fire.

26 ///

27 ///

28 ///



1 **FIRST CAUSE OF ACTION**

2 **(Inverse Condemnation)**

3 **(Against all Defendants)**

4 31. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
5 contained above as though the same were set forth herein in full.

6 32. Defendants' operation of its electrical equipment, lines, and infrastructure were a  
7 substantial cause of Plaintiffs' damages, is a public improvement for a public use, and constitutes  
8 an "Electrical Plant" pursuant to Public Utilities Code §217.

9 33. Defendants' facilities, wires, lines, equipment, infrastructure and other public  
10 improvements, as deliberately designed and constructed, present an inherent danger and risk of  
11 fire to COUNTY's property. In acting in furtherance of the public objective of supplying  
12 electricity, Defendants took and did take on or before November 8, 2018, a known, calculated risk  
13 that COUNTY's property would be damaged and destroyed by fire.

14 34. Starting on or about November 8, 2018, the inherent risk of fire became a reality,  
15 which directly and legally resulted in the taking of COUNTY's property.

16 35. The conduct as described herein was a substantial factor in causing damage to a  
17 property interest protected by the Fifth Amendment of the U.S. Constitution and Article I, Section  
18 19, of the California Constitution, which entitles Plaintiffs to just compensation according to proof  
19 at trial for all damages incurred.

20 36. That further, under and pursuant to Code of Civil Procedure §1036, Plaintiffs are  
21 entitled to recover all litigation costs and expense with regard to the compensation of damage to  
22 properties, including attorney's fees, expert fees, consulting fees and litigation costs.

23 **SECOND CAUSE OF ACTION**

24 **(Negligence and *Respondeat Superior*)**

25 **(Against all Defendants)**

26 37. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
27 contained above as though the same were set forth herein in full.

28 38. Defendants have a non-delegable duty to apply a level of care commensurate with

1 and proportionate to the danger of designing, engineering, constructing, operating and maintaining  
2 electrical transmission and distribution systems, inclusive of vegetation clearance.

3 39. Defendants have a non-delegable duty of vigilant oversight in the maintenance, use,  
4 operation, repair and inspection appropriate to the changing conditions and circumstances of their  
5 electrical transmission and distribution systems.

6 40. Prior to the Woolsey Fire, SCE hired, retained, contracted, allowed, and/or  
7 otherwise collaborated with vegetation management companies and the DOE Defendants and/or  
8 other parties, to perform work along and maintain the network of distribution lines, infrastructure,  
9 and vegetation. The work for which the vegetation management companies and DOE Defendants  
10 were hired involved a risk of fire that was peculiar to the nature of the agency relationship. A  
11 reasonable property/easement owner and/or lessee, in the position of the SCE, knew, or should  
12 have recognized, the necessity of taking special precautions to protect property owners against the  
13 risk of harm created by work performed, work to be performed and/or work otherwise not  
14 performed.

15 41. Defendants, and each of them, knew or should have known that the activities of  
16 DOE Defendants, and/or other parties, involved a risk that was peculiar to the operation of  
17 Defendants' business that was foreseeable and arose from the nature and/or location of the work.  
18 Notwithstanding the above, Defendants, and each of them, failed to take reasonable precautions to  
19 protect property owners against the foreseeable risk of harm created by their activities.

20 42. Defendants, and each of them, have special knowledge and expertise far above that  
21 of a layperson that they were required to apply to the design, engineering, construction, use,  
22 operation, inspection, repair and maintenance of electrical lines, infrastructure, equipment and  
23 vegetation in order to assure safety under all the local conditions in their service area, including  
24 but not limited to, those conditions identified herein.

25 43. The negligence of Defendants was a substantial factor in causing Plaintiffs'  
26 damages.

27 44. Defendants negligently breached those duties by, among other things:

28 a. Failing to conduct reasonably prompt, proper and frequent inspections of the

- 1 electrical transmission lines, wires and associated equipment;
- 2 b. Failing to design, construct, monitor, and maintain high voltage transmission
- 3 and distribution lines in a manner that avoids igniting fire during long, dry
- 4 seasons by allowing those lines to withstand foreseeable conditions to avoid
- 5 igniting fires;
- 6 c. Failing to design, construct, operate and maintain high voltage transmission
- 7 and distribution lines and equipment to withstand foreseeable conditions to
- 8 avoid igniting fires;
- 9 d. Failing to maintain and monitor high voltage transmission and distribution
- 10 lines in fire prone areas to avoid igniting fire and spreading fires;
- 11 e. Failing to install the equipment necessary, and/or to inspect and repair the
- 12 equipment installed, to prevent electrical transmission and distribution lines
- 13 from improperly sagging, operating or making contact with other metal wires
- 14 placed on its poles igniting fires;
- 15 f. Failing to keep equipment in a safe condition at all times to prevent fires;
- 16 g. Failing to inspect vegetation within proximity of energized transmission and
- 17 distribution lines;
- 18 h. Failing to de-energize power lines during fire prone conditions;
- 19 i. Failing to de-energize power lines after the fire's ignition;
- 20 j. Failing to properly train and supervise employees and agents responsible for
- 21 maintenance and inspection of the distribution lines;
- 22 k. Failing to implement and follow regulations and reasonably prudent
- 23 practices to avoid fire ignition;
- 24 l. Failing to properly investigate, monitor, and maintain vegetation sufficient
- 25 to mitigate the risk of fire.
- 26 45. Defendants' failure to comply with their duty of care proximately caused damage
- 27 to Plaintiffs.
- 28 46. As a further direct and proximate result of Defendants' negligence, and the

1 subsequent Woolsey Fire, Plaintiffs incurred significant and actual damages, as described herein  
2 and in an amount to be proven at trial.

3 47. Further, the conduct alleged against Defendants in this Complaint was despicable  
4 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of its rights,  
5 constituting oppression, for which Defendants must be punished by punitive and exemplary  
6 damages in an amount according to proof. Defendants' conduct was carried on with a willful and  
7 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which Defendants  
8 must be punished by punitive and exemplary damages according to proof. On information and  
9 belief, an officer, director, or managing agent of SCE personally committed, authorized and/or  
10 ratified the despicable and wrongful conduct alleged in this Complaint.

11 **THIRD CAUSE OF ACTION**

12 **(Trespass)**

13 **(Against all Defendants)**

14 48. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
15 contained above as though the same were set forth herein in full.

16 49. At all times relevant herein, Plaintiffs were the owners, tenants, and/or lawful  
17 occupiers of property damaged by the Woolsey Fire.

18 50. Defendants negligently allowed the Woolsey Fire to ignite and/or spread out of  
19 control, which caused the cumulative resultant damage to Plaintiffs as alleged in greater detail  
20 herein.

21 51. Plaintiffs did not grant permission to Defendants to cause the Woolsey Fire to enter  
22 their property.

23 52. As a direct, proximate and substantial cause of the trespass, Plaintiffs incurred  
24 significant and actual damages, as described herein and in an amount to be proven at trial.

25 53. Plaintiffs sustained damage to timber, trees, or underwood as a result of  
26 Defendants' trespass and seeks treble or double damages for wrongful injuries to its property  
27 inclusive of timber, trees, or underwood on their property as permitted by Civil Code §3346.

28 54. Further, the conduct alleged against Defendants in this Complaint was despicable



1 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of its rights,  
2 constituting oppression, for which Defendants must be punished by punitive and exemplary  
3 damages in an amount according to proof. Defendants' conduct was carried on with a willful and  
4 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which Defendants  
5 must be punished by punitive and exemplary damages according to proof. On information and  
6 belief, an officer, director, or managing agent of SCE personally committed, authorized and/or  
7 ratified the despicable and wrongful conduct alleged in this Complaint.

8 **FOURTH CAUSE OF ACTION**

9 **(Nuisance)**

10 **(Against all Defendants)**

11 55. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
12 contained above as though the same were set forth herein in full.

13 56. Defendants' actions, conduct, omissions, negligence, trespass, and failure to act  
14 resulted in a fire hazard and a foreseeable obstruction to the free use of Plaintiffs' property, invaded  
15 the right to use the Plaintiffs' property and interfered with the enjoyment of Plaintiffs' property,  
16 causing Plaintiffs to suffer unreasonable harm and substantial actual damages constituting a  
17 nuisance, pursuant to Civil Code §3479.

18 57. As a direct and proximate result of the conduct of Defendants and the resultant  
19 Woolsey Fire, Plaintiffs incurred significant and actual damages, as described herein and in an  
20 amount to be proven at trial.

21 58. Further, the conduct alleged against Defendants in this Complaint was despicable  
22 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of its rights,  
23 constituting oppression, for which Defendants must be punished by punitive and exemplary  
24 damages in an amount according to proof. Defendants' conduct was carried on with a willful and  
25 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which Defendants  
26 must be punished by punitive and exemplary damages according to proof. On information and  
27 belief, an officer, director, or managing agent of SCE personally committed, authorized and/or  
28 ratified the despicable and wrongful conduct alleged in this Complaint.

1 **FIFTH CAUSE OF ACTION**

2 **(Negligence Per Se)**

3 **(Against all Defendants)**

4 59. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
5 contained above as though the same were set forth herein in full.

6 60. Defendants at all times herein had a duty to properly design, construct, operate,  
7 maintain, inspect, and manage its electrical infrastructure as well as trim trees and vegetation in  
8 compliance with all relevant provisions of applicable orders, decisions, directions, rules or statutes,  
9 including those delineated by, but not limited to, Public Utilities Commission General Order 95,  
10 including but not limited to Rules 31.2 and 38, Public Resources Code Section 4435, and Public  
11 Utilities Commission General Order 165.

12 61. The violation of a legislative enactment or administrative regulation which defines  
13 a minimum standard of conduct is unreasonable per se.

14 62. Defendants violated the above by, but not limited to:

- 15 a. Failing to service, inspect or maintain electrical infrastructure, structures  
16 and vegetation affixed to and in close proximity to high voltage electrical  
17 lines;
- 18 b. Failing to provide electrical supply systems of suitable design;
- 19 c. Failing to construct and to maintain such systems for their intended use of  
20 safe transmission of electricity considering the known condition of the  
21 combination of the dry season and vegetation of the area, resulting in  
22 Plaintiffs being susceptible to the ignition and spread of fire and the fire  
23 hazard and danger of electricity and electrical transmission and distribution;
- 24 d. Failing to properly design, construct, operate, maintain, inspect and manage  
25 its electrical supply systems and the surrounding arid vegetation resulting  
26 in said vegetation igniting and accelerating the spread of the fire;
- 27 e. Failing to properly safeguard against the ignition of fire during the course  
28 and scope of employee work on behalf of SCE.

1 f. Failing to comply with the enumerated legislative enactments and  
2 administrative regulations.

3 63. The violation of General Order 95, including, but not limited to, Rules 31.2 and 38,  
4 Public Resources Code section 4435, and Public Utilities Commission General Order 165 by the  
5 Defendants proximately and substantially caused the destruction, damage and injury to Plaintiffs.

6 64. Plaintiffs were and are within the class of entities for which protection General  
7 Order 95, including but not limited to Rules 31.2 and 38, Public Resources Code section 4435, and  
8 Public Utilities Commission General Order 165 were adopted.

9 65. Defendants are liable to Plaintiffs for all loss, damages and injury caused by and  
10 resulting from Defendants' violation of General Order 95, including, but not limited to Rules 31.2  
11 and 38, Public Resources Code Section 4435, and Public Utilities Commission General Order 165  
12 as alleged herein according to proof.

13 66. Further, the conduct alleged against Defendants in this Complaint was despicable  
14 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of its rights,  
15 constituting oppression, for which Defendants must be punished by punitive and exemplary  
16 damages in an amount according to proof. Defendants' conduct was carried on with a willful and  
17 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which Defendants  
18 must be punished by punitive and exemplary damages according to proof. On information and  
19 belief, an officer, director, or managing agent of SCE personally committed, authorized and/or  
20 ratified the despicable and wrongful conduct alleged in this Complaint.

21 **SIXTH CAUSE OF ACTION**

22 **(Violation of Public Utilities Code § 2106)**

23 **(Against all Defendants)**

24 67. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
25 contained above as though the same were set forth herein in full.

26 68. As a Utility and employees of a Utility, Defendants are legally required to comply  
27 with the rules and orders promulgated by the California Public Utilities Commission pursuant to  
28 Public Utilities Code §702.

1           69. A Utility that performs or fails to perform something required to be done by the  
2 California Constitution, a law of the State, or a regulation or order of the Public Utilities  
3 Commission, which leads to the loss or injury, is liable for that loss or injury, pursuant to Public  
4 Utilities Code §2106.

5           70. As Utilities, Defendants are required to provide, maintain, and service equipment  
6 and facilities in a manner adequate to maintain the safety, health and convenience of their  
7 customers and the public, pursuant to Public Utilities Code §451.

8           71. Defendants are required to design, engineer, construct, operate and maintain  
9 electrical supply lines in a manner consonant with their use, taking into consideration local  
10 conditions and other circumstances, so as to provide safe and adequate electric service, pursuant  
11 to Public Utility Commission General Order 95, Rule 33.1 and General Order 165.

12           72. Through their omissions, commissions, and conduct alleged herein, Defendants  
13 violated Public Utilities Code §§702 and 451, and/or Public Utilities Commission General Order  
14 95, thereby making them liable for losses, damages and injury sustained by Plaintiffs pursuant to  
15 Public Utilities Code §2106.

16           73. Further, the conduct alleged against Defendants in this Complaint was despicable  
17 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of its rights,  
18 constituting oppression, for which Defendants must be punished by punitive and exemplary  
19 damages in an amount according to proof. Defendants' conduct was carried on with a willful and  
20 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which Defendants  
21 must be punished by punitive and exemplary damages according to proof. On information and  
22 belief, an officer, director, or managing agent of SCE personally committed, authorized and/or  
23 ratified the despicable and wrongful conduct alleged in this Complaint.

24                               **SEVENTH CAUSE OF ACTION**

25                               **(Health & Safety Code §13007 et. seq.)**

26                               **(Against all Defendants)**

27           74. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
28 contained above as though the same were set forth herein in full.



1           75. By engaging in the acts and omissions alleged in this Complaint, Defendants, and  
2 each of them, wilfully, negligently, and in violation of law, set fire to and/or allowed fire to be set  
3 to the property of another in violation of Health & Safety Code §13007 et. seq.

4           76. As a legal result of Defendants' violation of Health & Safety Code §13007 et. seq.,  
5 Plaintiffs suffered recoverable damages to property under Health & Safety Code §13007 et. seq.

6           77. As a further legal result of the violation of Health & Safety Code §13007 et. seq.  
7 by Defendants, Plaintiffs suffered damages that entitles it to reasonable attorney's fees under Code  
8 of Civil Procedure §1021.9 for the prosecution of this cause of action.

9           78. Further, the conduct alleged against Defendants in this Complaint was despicable  
10 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of its rights,  
11 constituting oppression, for which Defendants must be punished by punitive and exemplary  
12 damages in an amount according to proof. Defendants' conduct was carried on with a willful and  
13 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which Defendants  
14 must be punished by punitive and exemplary damages according to proof. On information and  
15 belief, an officer, director, or managing agent of SCE personally committed, authorized and/or  
16 ratified the despicable and wrongful conduct alleged in this Complaint.

17                           **EIGHTH CAUSE OF ACTION**

18                           **(Health & Safety Code §13009)**

19                           **(Against all Defendants)**

20           79. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
21 contained above as though the same were set forth herein in full.

22           80. By engaging in the acts and omissions alleged in this Complaint, Defendants, and  
23 each of them, wilfully, negligently, and in violation of law, set fire to and/or allowed fire to be set  
24 to the property of another in violation of Health & Safety Code §13009.

25           81. As a legal result of Defendants' violation of Health & Safety Code §13009,  
26 Plaintiffs suffered recoverable damages, including fire suppression costs and costs for rescue  
27 and/or emergency medical services.

28           82. As a further legal result of the violation of Health and Safety Code §13009 by

1 Defendants, Plaintiffs suffered damages that entitles it to reasonable attorney's fees under Code of  
2 Civil Procedure §1021.9 for the prosecution of this cause of action.

3 83. Further, the conduct alleged against Defendants in this Complaint was despicable  
4 and subjected Plaintiffs to cruel and unjust hardship in conscious disregard of its rights,  
5 constituting oppression, for which Defendants must be punished by punitive and exemplary  
6 damages in an amount according to proof. Defendants' conduct was carried on with a willful and  
7 conscious disregard of the rights and safety of Plaintiffs, constituting malice, for which Defendants  
8 must be punished by punitive and exemplary damages according to proof. On information and  
9 belief, an officer, director, or managing agent of SCE personally committed, authorized and/or  
10 ratified the despicable and wrongful conduct alleged in this Complaint.

11 **NINTH CAUSE OF ACTION**

12 **(Business & Professions Code §17200 et. seq.)**

13 **(Against all Defendants)**

14 84. Plaintiffs hereby re-allege and incorporate by reference each and every allegation  
15 contained above as though the same were set forth herein in full.

16 85. By violating the above laws, the conduct described in the paragraphs above  
17 constitutes an unlawful, unfair, and/or fraudulent business practice in violation of Business and  
18 Professions Code section 17200 et seq.

19 86. The Plaintiffs have standing to pursue this claim under Business and Professions  
20 Code section 17200 et seq. as they have suffered injury-in-fact, and have lost money or property  
21 in which they have a vested interest.

22 **PRAYER FOR RELIEF**

23 Plaintiffs seek the following damages in an amount according to proof at the time of trial:

24 **For Inverse Condemnation**

- 25 (1) Damages and just compensation for the taking of property;  
26 (2) Repair, depreciation, and/or replacement of damaged, destroyed, and/or lost  
27 personal and/or real property;  
28 (3) Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or

- 1 personal property;
- 2 (4) Loss of wages, earning capacity and/or business profits and/or any related
- 3 displacement expenses;
- 4 (5) All costs of suit, including attorneys' fees, expert fees, and related costs;
- 5 (6) Any and all relief, compensation, or measure of damages available to
- 6 Plaintiffs by law based on the injuries and damages suffered by Plaintiffs;
- 7 (7) Prejudgment interest from November 8, 2018, according to proof; and
- 8 (8) For such other and further relief as the Court shall deem proper, all
- 9 according to proof.

10 **For Negligence, Trespass, Nuisance, Negligence Per Se, Violation of Public**

11 **Utilities Code §2106 and Violation of Health & Safety Code §13007 et. seq., Health and**

12 **Safety Code §13009 and Business and Professions Code, §17200, et seq.**

- 13 General and/or special damages for all damages to property according to proof;
- 14 (1) Loss of the use, benefit, goodwill, and enjoyment of Plaintiffs' real and/or
- 15 personal property;
- 16 (2) Loss of wages, earning capacity, goodwill, and/or business profits or
- 17 proceeds and/or any related displacement expenses;
- 18 (3) Evacuation expenses and alternate living expenses;
- 19 (4) Erosion damage to real property;
- 20 (5) Fire suppression costs and costs for rescue and/or emergency medical
- 21 services;
- 22 (6) Attorneys' fees, expert fees, consultant fees and litigation costs and
- 23 expense, as allowed under Code of Civil Procedure §1021.9 and/or any
- 24 other statute;
- 25 (7) Treble or double damages for wrongful injuries to timber, trees, or
- 26 underwood on their property, as allowed under Civil Code §3346;
- 27 (8) For punitive and exemplary damages against SCE in an amount according
- 28 to proof under Public Utilities Code §2106 and any and all other statutory

1 or legal basis that may apply;

2 (9) Costs of suit;

3 (10) Prejudgment interest;

4 (11) Any and all relief available under Business and Professions Code section  
5 17200, including but not limited to injunctive relief; and

6 (12) Any and all other and further such relief as the Court shall deem proper, all  
7 according to proof.

8 **JURY TRIAL DEMAND**

9 Plaintiffs respectfully demand a jury trial on all causes of action for which a jury is available  
10 under the law.

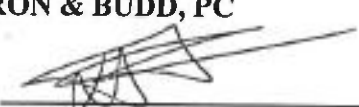
11  
12 Dated: April 25, 2019

**MARY C. WICKHAM**  
County Counsel

13  
14 By:   
15 SCOTT KUHN, Assistant County Counsel

16 Dated: April 25, 2019

**BARON & BUDD, PC**

17  
18 By:   
19 JOHN P. FISKE  
VICTORIA SHERLIN

20 *Attorneys for Plaintiffs*  
21 COUNTY OF LOS ANGELES; LOS ANGELES  
22 COUNTY FLOOD CONTROL DISTRICT; and  
23 CONSOLIDATED FIRE PROTECTION  
24 DISTRICT OF LOS ANGELES COUNTY  
25  
26  
27  
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